

L.P. and its Certificate of Limited Partnership, issued by the Delaware Secretary of State, are attached as Exhibit A.

3. Correspondence and communications concerning this filing should be directed to:

Brian T. FitzGerald, Esq.
LeBoeuf, Lamb, Leiby & MacRae
One Commerce Plaza, Suite 2020
99 Washington Avenue
Albany, New York 12260
(518) 465-1500

David R. Poe, Esq.
LeBoeuf, Lamb, Leiby & MacRae
1875 Connecticut Avenue, N.W.
12th Floor
Washington, D.C. 20009-5728
(202) 986-8032

4. Applicant seeks authority to provide all intrastate telecommunications services, switched and non-switched, on an intercity and intracity basis in the State of New York.¹

5. Applicant will offer the services proposed in this application to its subscribers over facilities that it owns or constructs in the City of Rochester² and, on a resale basis, over facilities owned by others, regardless of where those facilities are located. Applicant's network will provide point-to-point, high quality, advanced telecommunications services

¹ Applicant respectfully requests that this certificate of public convenience and necessity be granted conditioned upon the submission by the Applicant of a verified statement that the required municipal franchise from the City of Rochester and such other municipal consents necessary to construct its network have been obtained. This is consistent with past treatment by the Commission in issuing certificates. See Case 89-C-141 - Order Issuing Certificate of Public Convenience and Necessity and Approving Expedited Proceeding and Related Waivers (issued and effective October 10, 1989) and Case 91-C-1266 - Order Issuing Certificate of Public Convenience and Necessity and Approving Expedited Proceeding and Related Waivers (issued and effective April 7, 1992).

² The area in which Time Warner AxS of Rochester will construct and own communications facilities located in public rights of way will be defined in the municipal consent to be received from the City of Rochester.

within and among different high-density commercial and industrial areas, including dedicated connections to interexchange carriers ("IXCs") in New York State.

6. The network will consist of fiber optic cable and state-of-the-art facilities. The advanced transmission and multiplexing equipment will be easily adapted to accept all emerging telecommunication technology standards such as SONET, FDDI, etc.

7. Financing for the proposed network will be provided by TWE as Limited Partner through Time Warner AxS. Copies of Time Warner, Inc.'s Form 10K filed with the Securities and Exchange Commission and Time Warner's most recent Annual Report, which demonstrate Applicant's ability to finance the proposed network, are attached as Exhibit B.

8. The operations of Time Warner AxS of Rochester, L.P.'s telecommunications offering will be managed by the General Partner as outlined in Exhibit C. In addition, Applicant will have access to the management resources of the TWE partners for planning, marketing, network implementation and legal and regulatory assistance. As a result of rapidly changing conditions in the marketplace, Time Warner AxS of Rochester, L.P. will be managed as a separate business entity under the direction of a general manager whose job function will relate solely to those services.

9. Applicant proposes to provide services at rates competitive with those of existing carriers. Upon receiving Commission certification and prior to commencing operation, Applicant will file a tariff.

10. Grant of this application will serve the public interest by allowing Applicant to bring the benefits of further competition to the State of New York. These benefits include: diversity routing; network redundancy; lower priced, high quality services; broader customer choice; more efficient utilization of existing telecommunications facilities and resources; and

service innovation. Thus, consistent with the Commission's findings, the public interest will be enhanced by the emergence of competition brought by Applicant.³

11. By its Motion for Expedited Hearing and Waiver of Commission Regulations filed concurrently with this application, Time Warner AxS of Rochester, L.P. respectfully requests that it be accorded the same regulatory treatment applicable to other non-dominant carriers. This treatment should include exemption from the requirements of 16 NYCRR Sections 21.2, 21.3(b), 21.3(d), 21.3(e), 21.3(g), 644.3; Parts 46, 47, 600-604, 631, 632, 640, 642, and authorization to file tariffs in accordance with the provisions of Section 630.15.

³ Case 29496 - Proceeding on Motion of the Commission to Review Regulatory Policies for Segments of the Telecommunications Industry Subject to Competition, Opinion and Order Concerning Regulatory Response to Competition, Opinion No. 89-12 (issued May 16, 1989).

WHEREFORE, based on the foregoing, Time Warner AxS of Rochester, L.P.
respectfully requests that the Commission grant its application for a Certificate of Public
Convenience and Necessity.

Respectfully submitted,

LEBOEUF, LAMB, LEIBY & MacRAE

By: Brian T. Fitzgerald
Brian T. Fitzgerald
One Commerce Plaza, Suite 2020
99 Washington Avenue
Albany, New York 12260
(518) 465-1500

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1875 Connecticut Avenue, N.W.
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Attorneys for
TIME WARNER AxS OF ROCHESTER, L.P.

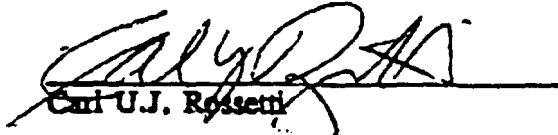
June 25, 1993

VERIFICATION

STATE OF CONNECTICUT)
) ss.:
COUNTY OF)

Carl U.J. Rossetti, being duly sworn, states that:

1. I am the President of Time Warner AxS Holdings, Inc., the managing general partner of Time Warner AxS, the general partner of Time Warner AxS of Rochester, L.P.
2. I have read the foregoing Application of Time Warner AxS of Rochester, L.P. for a Certificate of Public Convenience and Necessity, and the statements and information contained therein are true and correct to the best of my knowledge and belief.


Carl U.J. Rossetti

Sworn to before me this 24th
day of June, 1993.


NOTARY PUBLIC

DIMITRA SPYROPOULOS
Notary Public
My Commission Expires March 31, 1995

EXHIBIT A

AGREEMENT of Limited Partnership, made and entered into as of May 12, 1993, by and among TIME WARNER AXS, a Delaware partnership, as general partner (the "General Partner"), and TIME WARNER ENTERTAINMENT COMPANY, L.P., a Delaware limited partnership ("TWE"), as limited partner, TWE and any other parties admitted as limited partners being referred to as the "Limited Partners" and the General Partner and the Limited Partner and those other persons who may become partners of the Partnership, as hereinafter provided, collectively, the "Partners".

WHEREAS, the parties hereto desire to form Time Warner AXS of Rochester, L.P., a Delaware limited partnership (the "Partnership") for the purpose of owning, operating and managing an alternative access service business in Rochester, New York;

NOW, THEREFORE, in consideration of the premises and other covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Formation of Limited Partnership. The parties hereby agree to create the Partnership under the provisions of the Delaware Revised Uniform Limited Partnership Act, as from time to time amended (the "Act"), and the rights and liabilities of the Partners shall be as provided in that Act except as herein otherwise expressly provided.

2. Name. The business of the Partnership shall be conducted under the firm name of "Time Warner AXS of Rochester, L.P.", or such other name as the General Partner shall hereafter select.

3. Purpose and Powers. The purpose of the Partnership is to engage in (a) the ownership, operation and management of an alternative access service business in Rochester, New York and (b) any other lawful act or activity for which limited partnerships may be organized under the Act, as determined by the General Partner. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper and advisable for the furtherance and accomplishment of these purposes and the protection and benefit of the Partnership.

4. Names and Addresses and Partnership Interests of Partners. The names, addresses, and capital contributions of the Partners and the ownership interest of each Partner in the Partnership (the "Partnership Interest") are (as from time to time amended and supplemented if the Partners' addresses or Partnership Interests change as permitted by this Agreement) set forth in Schedule A attached hereto and incorporated herein by reference.

5. Term. The Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Act and shall continue in existence until terminated in accordance with any provision of this Agreement.

6. Principal Place of Business. The principal place of business of the Partnership shall be in Rochester, New York. The General Partner may from time to time in its discretion change the principal place of business or establish additional places of business of the Partnership.

7. Capital Accounts and Capital Contributions.

7.1 Capital Contributions. Concurrently with the execution hereof, TWE and the General Partner shall each make the Initial Capital Contributions set forth opposite their respective names on Schedule A hereto. Upon the completion of winding up of the Partnership the General Partner will make a capital contribution equal to the lesser of (a) its negative capital account balance, if any, (b) the positive capital account balances of the Limited Partners or (c) the excess of (i) 1.01% of the capital contributions of the Limited Partners over (ii) the cumulative capital contributions of the General Partner.

7.2 Capital Accounts. Separate capital accounts will be maintained for each Partner in accordance with the capital account maintenance rules of Treasury Regulation §1.704-1(b) (2) (iv).

(a) The capital account of each Partner shall be increased by:

- (i) the amount of any capital contribution made by that Partner in cash,
- (ii) the fair market value (net of liabilities that the Partnership is considered to assume or take subject to under §752 of the Internal Revenue Code of 1986, as

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amended (the "Code")) of any capital contribution made by that Partner in property, and

- (iii) allocations to such Partner of net income under Section 8.

(b) The capital account of each Partner shall be decreased by:

- (i) the amount of cash distributed to such Partner by the Partnership with respect to the Partners interest in the Partnership,
- (ii) the fair market value of property other than money distributed to such Partner with respect to such Partner's interest in the Partnership (net of liabilities that such Partner is considered to assume or take subject to under §752 of the Code), and
- (iii) allocations to such Partner of net loss under Section 8.

7.3 Except as set forth herein, no Partner shall at any time be required to make any additional capital contribution to the Partnership and a negative capital account balance of a Partner shall not be considered an asset of the Partnership available to Partnership creditors.

8. Allocation of Net Income and Net Loss. Except as provided below in this Section, the Partnership's net income or net loss for the year will be credited or charged to each Partner in proportion to each Partner's Partnership Interest. Tax credits will be allocated in accordance with Partnership Interests or as otherwise required by law.

8.1 Minimum Percentage Allocation to General Partner. The General Partner will be allocated a minimum percentage of each material item of Partnership net income, net loss and tax credit. The minimum percentage shall be 1% multiplied by the result of dividing \$50 million by the total contributions to the Partnership, but in no event will the minimum percentage be greater than 1% or less than 0.2%.

8.2 Limitation on Loss Allocations to Limited Partner. No net loss will be allocated to a Limited Partner if

the effect of such allocation is to allocate tax losses to that Partner after prior allocations of tax losses have reduced that Partner's Federal income tax basis in its Partnership interest to zero. The net loss that cannot be allocated to the Limited Partner because of this limitation will be allocated instead to the General Partner. After this limitation has applied, the Limited Partner's share of future net income will be allocated to the General Partner until the allocation of net losses under this provision has been reversed.

8.3 Net Income and Net Loss. For purposes of this Agreement, net income and net loss shall mean the income, gain, loss or deduction of the Partnership as determined in accordance with the accrual method of accounting as calculated for Federal income tax purposes, plus any items of income of the Partnership exempt from Federal income tax and minus any expenditures of the Partnership described in (or deemed described in) §705(a)(2)(B) of the Code and with an appropriate adjustment for decreases and increases in the basis of Partnership assets. In addition, such net income or net loss shall be adjusted to reflect the difference between the fair market value and the adjusted basis for Federal income tax purposes ("tax basis") of the Partnership's assets. Such adjustment shall be determined as agreed to by the Partners.

8.4 Special Allocation under 704(c). The Partners have agreed that they will follow the provisions of §704(c) of the Code.

9. Distributions. Distributions to the Partners shall be made in such amounts and at such times as the General Partner may in its sole discretion determine and no Partner shall otherwise be entitled to withdraw any part of its contribution or capital account.

10. Books of Account, Records and Reports.

10.1 Proper and complete records and books of account shall be kept by the General Partner in which shall be entered all matters relative to the Partnership's business as are usually entered into records and books of account maintained by persons engaged in businesses of a like character. The Partnership books and records shall be kept in accordance with generally accepted accounting principles, consistently applied. The books and records shall be open to the reasonable inspection and examination of the Partners or their duly authorized representatives during reasonable business hours. The General Partner shall furnish a list of names and addresses of all Limited Partners to any Limited Partner who requests such a list in writing for any legitimate purpose.

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10.2 The General Partner shall furnish to each Limited Partner, at its request, a report of the business and operations of the Partnership during any period, which report shall constitute the accounting of the General Partners for such period. At least annually, such report shall contain a copy of the annual financial statement of the Partnership showing the Partnership's profit or loss for the year and the allocation thereof among the Partners. The statement shall be in such form and have such content as the General Partner deems proper.

10.3 The General Partner shall be the tax matters partner as defined in §6231 of the Code.

11. Fiscal Year. The fiscal year of the Partnership shall be the calendar year or such other year as may subsequently be determined by the General Partner.

12. Partnership Funds. The funds of the Partnership shall be deposited in such bank account or accounts, or invested in such interest-bearing or noninterest-bearing investments, as shall be designated by the General Partner. All withdrawals from any of such bank accounts shall be made by the duly authorized agent or agents of the General Partner.

13. Status of Limited Partners.

13.1 The Limited Partners shall not participate in the management or control of the Partnership's business nor shall they transact any business for the Partnership, nor shall they have the power to act for or bind the Partnership, such powers being vested solely and exclusively in the General Partner.

13.2 No Limited Partner shall have any personal liability, whatever, whether to the Partnership, to any of the Partners or to the creditors of the Partnership, for the debts of the Partnership or any of its losses except to the extent of its rights and interests in and to the Partnership and its assets.

13.3 No Limited Partner shall have the right or authority to appoint a General Partner or managing partner or to petition for the dissolution of the Partnership if it is dissatisfied with the General Partner.

14. General Partner.

14.1 The General Partner shall have exclusive authority to manage, conduct and control the business and affairs of the Partnership. Pursuant to the foregoing, the General Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law,

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and any action taken by the General Partner shall constitute the act of and serve to bind the Partnership. In dealing with the General Partner acting on behalf of the Partnership, no person shall be required to inquire into the authority of such Partner to bind the Partnership.

14.2 The General Partner shall be empowered, without the approval of any Limited Partner, (a) to admit new persons as Partners in the Partnership on such terms as the General Partner shall approve and (b) to admit, or, in its sole discretion, to refuse to admit, an assignee of a Limited Partner's interest to be a substitute Limited Partner, pursuant to and subject to the terms of Section 15 of this Agreement. The General Partner shall have sole and complete discretion in determining the consideration, terms and conditions with respect to the admission of additional Partners, and it is authorized and directed to do all things which it deems to be necessary or advisable in connection therewith.

14.3 The General Partner shall devote such time to the Partnership business as it, in its sole discretion, shall deem to be necessary to manage and supervise the Partnership business and affairs; but nothing in this Agreement shall preclude the employment, at the expense of the Partnership, of any agent or third party to manage or provide other services in respect of the Partnership property subject to the control of the General Partner.

14.4 Neither the General Partner nor any of its officers or directors shall be liable, responsible, or accountable in damages or otherwise to the Partnership or any Limited Partner for any act or failure to act on behalf of the Partnership within the scope of the authority conferred on the General Partner by this Agreement or by law unless such act or omission was performed or omitted fraudulently or in bad faith or constituted wanton and willful misconduct or gross negligence.

14.5 The Partnership shall indemnify and hold harmless the General Partner, and its officers and directors (the "Indemnified Parties"), from and against any loss, expense, damage, or injury suffered or sustained by it by reason of any act, omission, or alleged act or omission arising out of its activities on behalf of the Partnership or in furtherance of the interests of the Partnership, including, but not limited to, any judgment, award, settlement, reasonable attorney's fees, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim and including any payments made by the General Partner to any of its officers or directors pursuant to an indemnification agreement no broader than this Section 14.5; provided that the act, omission,

or alleged act or omission upon which such actual or threatened action, proceeding, or claim is based was not performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence by such Indemnified Party.

14.6 The General Partner may, in its sole discretion, make or revoke any election available to the Partnership under the Internal Revenue Code, as amended from time to time. The Partners will upon request supply any information necessary to properly give effect to any such election.

14.7 The General Partner may, in its sole discretion, sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership or cause the Partnership to merge with or into any other entity.

15. Transfer of Partnership Interests.

15.1 A Limited Partner or a General Partner may assign the whole or any part of its interest in the Partnership by executing and acknowledging a written instrument of assignment which is satisfactory in form to the General Partner and the terms of which are not inconsistent with or contrary to the provisions of this Agreement, and by filing with the Partnership a duly executed and acknowledged counterpart of such instrument. Any assignment pursuant to this Section 15.1 shall be effective, and shall be recognized by the General Partner, as of the close of business on the day on which the Partnership actually received the counterpart of the instrument of such assignment which complies with the requirements of the preceding sentence.

15.2 If an assignment of the whole or any part of a Limited Partner's Partnership interest is made to an assignee other than a General Partner, such assignee shall not have the right to become a substituted Limited Partner in place of its assignor unless the General Partner, in its sole discretion, has consented to such assignment and all of the conditions of Section 15.1 and such other conditions as the General Partner shall require have been satisfied.

15.3 Any person admitted to the Partnership as a new or substituted Limited Partner shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement.

16. Dissolution of the Partnership.

16.1 The happening of any of the following events shall cause an immediate dissolution of the Partnership:

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(a) The bankruptcy, dissolution (other than a dissolution of a partnership in which the partnership's business is not wound up), or withdrawal of the General Partner;

(b) The sale of all the business assets of the Partnership;

(c) The determination of the General Partner to dissolve the Partnership; or

(d) The expiration of the term of the Partnership pursuant to Section 5 of this Agreement.

16.2 For purposes of this Agreement, the "bankruptcy" of a General Partner shall be deemed to have occurred upon the happening of any of the following: (a) the filing of an application by such General Partner for, or a consent to, the appointment of a trustee of its assets, (b) the filing by such General Partner of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due, (c) the making by such General Partner of a general assignment for the benefit of creditors, (d) the filing by such General Partner of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a bankruptcy petition filed against it in any bankruptcy proceeding, or (e) the entry of any order, judgment, or decree by any court of competent jurisdiction adjudicating such General Partner a bankrupt or appointing a trustee of its assets, and such order, judgment, or decree continuing unstayed and in effect for any period of 60 consecutive days.

16.3 Continuation of the Partnership. If there is (a) an event of dissolution described in Section 16.1(a) or (b) an event of withdrawal of General Partner described in §17-402(a) of the Act (each a "Dissolution Event"), the Partnership shall not be dissolved and wound up if there is at least 1 other General Partner who elects to carry on the Partnership's business or if, within 90 days after the Dissolution Event, all the remaining Partners agree in writing to continue the business of the Partnership and appoint, effective as of the date of the Dissolution Event, 1 or more additional General Partners if necessary or desired.

17. Additional Provisions Concerning Dissolution of the Partnership.

17.1 In the event of the dissolution of the Partnership for any reason, the General Partner shall proceed

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promptly and continue with reasonable expedition to wind up the affairs of and liquidate the Partnership. The General Partner shall have full right and unlimited discretion to determine the time, manner, and terms of any sale or sales of Partnership property pursuant to such liquidation having due regard to the activity and condition of the relevant market and general financial and economic conditions.

17.2 After paying or providing for the payment of all debts and liabilities of the Partnership and all expenses of liquidation, and subject to the right of the General Partner to set up such reserves as it may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership, the proceeds of the liquidation and any other assets of the Partnership shall be distributed to, or for the benefit of, the Partners in accordance with their respective positive capital account balances.

17.3 Each Partner shall look solely to the assets of the Partnership for all distributions with respect to the Partnership and its capital contribution thereto and share of profits or losses thereof, and shall have no recourse therefor against any General Partner or any Limited Partner. No Partner shall have any right to demand or receive property other than cash upon dissolution and termination of the Partnership.

17.4 Upon the completion of the liquidation of the Partnership and the distribution of all Partnership assets, the Partnership shall terminate and the General Partner shall have the authority to execute and record a Certificate of Cancellation of the Partnership as well as any and all other documents required to effectuate the dissolution and termination of the Partnership.

18. Power of Attorney. The Partners, jointly and severally, hereby irrevocably constitute and appoint the General Partner, with full power of substitution, their true and lawful attorney-in-fact in their name, place and stead to make, execute, sign, acknowledge, record and file, on behalf of them and on behalf of the Partnership, any and all instruments as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms.

19. Notices. All notices and demands required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered upon delivery by hand, upon receipt of a transmittal confirmation if sent by telecopy or like transmission, on the next business day when sent by overnight express mail or similar service and on the fifth business day if

sent by United States mail, certified or registered, postage prepaid, to the Partners at their addresses as shown from time to time on the records of the Partnership. Any Partner may specify a different address by notifying the General Partner in writing of such different address.

20. Amendment of Limited Partnership Agreement.

20.1 Except as otherwise required by law, this Agreement may be amended in any respect by the General Partner (pursuant to the General Partner's power of attorney).

20.2 If this Agreement is amended pursuant to this Section 20, the General Partner shall amend the Certificate of Limited Partnership to reflect such change if it deems such amendment of the Certificate to be necessary or appropriate.

21. Miscellaneous.

21.1 The Partners agree that the Partnership properties are not and will not be suitable for partition. Accordingly, each of the Partners hereby irrevocably waives any and all rights that it may have to maintain any action for partition of any of the Partnership property.

21.2 This Agreement constitutes the entire agreement among the parties. It supersedes any prior agreement or understandings among them, and it may not be modified or amended in any manner other than as set forth herein.

21.3 This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of Delaware.

21.4 Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, administrators, successors, and assigns.

21.5 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

21.6 If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other

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than those to which it is held invalid, shall not be affected thereby.

21.7 This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year first above written.

General Partner:

TIME WARNER AXS

By: TIME WARNER AXS HOLDINGS INC.,
its Managing General Partner

By: 

Name: Carl U.J. Rossetti
Title: President

Limited Partner:

TIME WARNER ENTERTAINMENT
COMPANY, L.P.

By: AMERICAN TELEVISION
& COMMUNICATIONS
CORPORATION,
Managing General Partner

By: 

Name: Richard J. Davies
Title: Vice President

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SCHEDULE A

<u>Name & Address</u> <u>of Partners</u>	<u>Partnership</u> <u>Interest</u>	<u>Capital</u> <u>Contribution</u>
TIME WARNER AxS 300 First Stamford Place Stamford, CT 06902-6732	General Partner-1%	\$ 100
Time Warner Entertainment Company, L.P. 75 Rockefeller Plaza New York, NY 10019	Limited Partner-99%	\$9,900

State of Delaware
Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "TIME WARNER AXS OF ROCHESTER, L.P." FILED IN THIS OFFICE ON THE TWELFTH DAY OF MAY, A.D. 1993, AT 1:30 O'CLOCK P.M.

* * * * *



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION: #3895732

DATE: 05/12/1993

753132012

CERTIFICATE OF LIMITED PARTNERSHIP

OF

TIME WARNER AXS OF ROCHESTER, L.P.

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, hereby certifies as follows:

1. The name of the limited partnership is **TIME WARNER AXS OF ROCHESTER, L.P.**

2. The address of the registered office in the State of Delaware is 32 Loockerman Square, Suite L-100, Dover, Delaware 19901. The name of the agent for service of process in the State of Delaware at such address is The Prentice-Hall Corporation System, Inc.

3. The name and business address of the sole general partner is:

<u>Name</u>	<u>Address</u>
TIME WARNER AXS	300 First Stamford Place Stamford, Connecticut 06902

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of the 12th day of May, 1993.

TIME WARNER AXS,
its General Partner,

By: TIME WARNER AXS HOLDINGS INC.,
its General Partner,


By: 
Name: Carl J.J. Roscetti
Title: President

EXHIBIT C

MANAGEMENT OF TIME WARNER AxS OF ROCHESTER, L.P.

Time Warner AxS of Rochester, L.P. ("TWA") will be managed by a separate management group within Time Warner AxS. This separate management group will have as its business focus the provision of telecommunications services. There will be a general manager in charge of Time Warner AxS of Rochester, L.P. and that individual will oversee the operation of TWA as a separate business entity and profit center.

In addition, the general manager of TWA will have access to and interact with the management teams of Time Warner Cable Television franchises in the Rochester area. To the extent that there are shared or common uses of equipment or personnel as between TWA and other Time Warner entities, such transactions shall be pursuant to contracts reflecting market or cost-based pricing for equipment and/or services.

EXHIBIT 2

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPH APPEARING ON THIS FILM STRIP IS AN ACCURATE AND COMPLETE REPRODUCTION OF A CASE FILE DOCUMENT DELIVERED IN THE REGULAR COURSE OF BUSINESS FOR PHOTOGRAPHING. CAMERA OPERATOR 3041 DATE PROCESSED 9-26-95

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)
Time Warner Communications of Ohio,)
L.P. and Time Warner AxS for a)
Certificate of Public Convenience and) Case No. 94-1695-TP-ACE
Necessity to Provide Direct and)
Resold Exchange Services, Including)
Local Exchange and Dialtone Services.)

OPINION AND ORDER

The Commission, coming now to consider the application filed by Time Warner Communications of Ohio, L.P. and Time Warner AxS on October 26, 1994; the record of the hearing held over five days between May 31, 1995 and June 23, 1995; having appointed Attorney Examiner Joan D. Veri to conduct the hearing and to certify the record directly to the Commission; having reviewed the record and being fully advised of the facts and issues in this case, hereby issues its opinion and order.

APPEARANCES:

Emens, Kegler, Brown, Hill & Ritter, LPA, by Samuel C. Randazzo, Richard P. Rosenberry, and Denise C. Clayton, 65 East State Street, Suite 1800, Columbus, Ohio 43215, on behalf of Time Warner Communications of Ohio, L.P. and Time Warner AxS.

Michael T. Mulcahy, 45 Erieview Plaza, Cleveland, Ohio 44114, and Jon F. Kelly, 150 East Gay Street, Columbus, Ohio 43215, on behalf of Ameritech Ohio.

Frost & Jacobs, by William H. Hawkins, II, Thomas E. Taylor, Douglas E. Hart, and Grant S. Cowan, 2500 PNC Center, 201 East Fifth Street, Cincinnati, Ohio 45202, on behalf of Cincinnati Bell Telephone Company.

Swidler & Berlin, by Robert Berger, 3000 K Street, N.W., Suite 300, Washington, D.C. 20007, and Muldoon & Ferris, by Boyd B. Ferris, 2733 West Dublin-Granville Road, Columbus, Ohio 43235, on behalf of MFS Intelenet of Ohio, Inc.

Robert S. Tongren, Consumers' Counsel, by David C. Bergmann and Andrea M. Kelsey, Associate Consumers' Counsel, 77 South High Street, 15th Floor, Columbus, Ohio 43215, on behalf of the residential consumers of Ohio.

Bell, Royer & Sanders Co., LPA, by Barth E. Royer and Judith P. Sanders, 33 South Grant Avenue, Columbus, Ohio 43215, on behalf of MCI Telecommunications Corp. and MCI Metro Access Transmission Services, Inc.

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Vorys, Sater, Seymour and Pease, by William S. Newcomb, Jr., 52 East Gay Street, Columbus, Ohio 43216, and Robert W. Quinn, Jr. 227 West Monroe Street, 6th Floor, Chicago, Illinois 60606, on behalf of AT&T Communications of Ohio, Inc.

Bricker and Eckler, by Sally W. Bloomfield and Mary W. Christensen, 100 South Third Street, Columbus, Ohio 43215, on behalf of Cablevision Lightpath-Ohio, Inc.

James Baldwin, 2775 Montgomery Road, Suite 5, Maineville, Ohio 45039, on behalf of Intercommunity Cable Regulatory Commission.

Sandra K. Williams and W. Wayne Walston, 665 Lexington Avenue, Mansfield, Ohio 44907, on behalf of United Telephone Company of Ohio.

Ronald J. O'Brien, City Attorney, 90 West Broad Street, Suite 200, Columbus, Ohio 43215, and Crabbe, Brown, Jones, Potts & Schmidt, by Gregory J. Dunn, 500 South Front Street, Suite 1200, Columbus, Ohio 43215, on behalf of the City of Columbus.

Bruce J. Weston, 169 West Hubbard Avenue, Columbus, Ohio 43215, and Douglas W. Trabaris, 233 South Wacker Drive, Suite 2100, Chicago, Illinois 60606, on behalf of TCG America, Inc.

Legal Aid Society of Dayton, by Ellis Jacobs, 333 West First Street, Suite 500, Dayton, Ohio 45402, on behalf of Edgemont Neighborhood Coalition.

J. Raymond Prohaska, 17 South High Street, Suite 1250, Columbus, Ohio 43215, on behalf of Ohio Telephone Association, Champaign Telephone Company, and Columbus Grove Telephone Company.

Richard Ganulin, Assistant City Solicitor, City Hall, 801 Plum Street, Room 214, Cincinnati, Ohio 45202, on behalf of the City of Cincinnati.

Thompson, Hine and Flory, by Thomas E. Lodge, One Columbus, 10 West Broad Street, Columbus, Ohio 43215, and Stephen B. Rowell, ALLTEL Corporation, One Allied Drive, Little Rock, Arkansas 72203, on behalf of The Western Reserve Telephone Company and ALLTEL Ohio, Inc.

Thompson, Hine and Flory, by Thomas E. Lodge, One Columbus, 10 East Broad Street, Columbus, Ohio 43215, on behalf of Telephone Service Company.

Porter, Wright, Morris and Arthur, by Daniel R. Conway, 41 South High Street, Columbus, Ohio 43215, on behalf of Century Telephone of Ohio.

Joseph R. Stewart, 100 Executive Drive, Suite 114, Marion, Ohio 43302, on behalf of GTE North Incorporated.

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Squire, Sanders and Dempsey, by Arthur E. Korkosz, 4900 Society Center, 127 Public Square, Cleveland, Ohio 44113, on behalf of The Chillicothe Telephone Company.

Vorys, Sater, Seymour and Pease, by Stephen M. Howard, 52 East Gay Street, Columbus, Ohio 43215, on behalf of Ohio Cable Television Association.

Henry W. Eckhart, 50 West Broad Street, Suite 2117, Columbus, Ohio 43215, on behalf of Ridgfield Homes, Inc.

HISTORY OF THE PROCEEDINGS:

On October 26, 1994, Time Warner Communications of Ohio, L.P. and Time Warner AxS filed an application with the Commission requesting a certificate of public convenience and necessity authorizing the provision of direct and resold exchange services, including local exchange and dialtone services, in all or parts of Adams, Allen, Auglaize, Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Delaware, Franklin, Greene, Hamilton, Hardin, Highland, Logan, Madison, Mahoning, Marion, Medina, Mercer, Miami, Montgomery, Pike, Portage, Preble, Putnam, Scioto, Shelby, Stark, Summit, Tuscarawas, Union, Van Wert, Warren, and Wayne counties, Ohio.

By Attorney Examiner Entry of November 28, 1995, publication of the application was ordered and an intervention deadline of January 30, 1995, was established.

Timely motions to intervene were filed by the following:

Ameritech Ohio (Ameritech); ALLTEL Ohio, Inc. and The Western Reserve Telephone Company (the ALLTEL companies); Telephone Service Company (TSC); Cablevision Lightpath-Ohio, Inc. (Cablevision); GTE North Incorporated (GTE); the Office of the Consumers' Counsel (OCC); Cincinnati Bell Telephone Company (CBT); FoneNet/Ohio, Inc. (FoneNet); Sprint Communications, L.P. (Sprint); the Ohio Telephone Association (OTA); the City of Columbus (Columbus); MCI Communications Corporation and MCI Metro Access Transmission Services, Inc. (the MCI companies); TCG America, Inc. (TCG); Chillicothe Telephone Company (CTC); Edgemont Neighborhood Coalition (Edgemont); MFS Intelenet of Ohio, Inc. (MFS); Century Telephone of Ohio (Century); Intercommunity Cable Regulatory Commission (ICRC); United Telephone Company of Ohio (United); Telephone Service Company (TSC); the City of Cincinnati (Cincinnati); The Board of County Commissioners of Hamilton County, Ohio (Hamilton County Commissioners); the Champaign Telephone Company (Champaign); the Columbus Grove Telephone Company (Columbus Grove); and the City of Oxford (Oxford).

Motions to intervene were also filed by AT&T Communications of Ohio, Inc. (AT&T); Ridgfield Homes, Inc. (Ridgfield); the Ohio Cable Television Association (OCTVA); and the City of North Ridgeville (North Ridgeville).

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By Entry of March 9, 1995, the Commission granted all then-pending motions for intervention; set forth the procedural framework through which this application would be considered; scheduled this matter for hearing on May 31, 1995, on the legal issue of the Commission's authority to grant the application and on the issues of Time Warner's financial, managerial, and technical abilities to provide its proposed services; scheduled this matter for a prehearing conference; and reserved the right on behalf of the Attorney Examiner to consolidate parties for purposes of presentation of evidence and cross-examination.

On March 17, 1995, CBT filed a motion seeking clarification of the Commission's Entry of March 9, 1995. This motion was joined by OTA and the ALLTEL companies. On March 24, 1995, CBT filed a "motion to consolidate and sever threshold issues" which was joined by OTA, the ALLTEL companies, and Century. On April 7, 1995, CBT filed an application for rehearing of the March 9th Entry. CBT's application for rehearing, as well as its motions for clarification and to consolidate were denied by Commission Entry of April 27, 1995.

By Attorney Examiner Entry of April 6, 1995, the motions to intervene of AT&T and OCTVA were granted. Ridgeville Homes has also been granted intervention in this matter. North Ridgeville's motion to intervene was granted at the hearing on May 31, 1995.

ANALYSIS:

Time Warner's application is the second of its kind to be considered by the Commission, and the granting of this application, like that of MFS Intelenet, Inc. in Case No. 94-2019-TP-ACE (August 3, 1995), before it, will mark the advent of competition in the provision of basic local exchange service within the state of Ohio. These applications have been anticipated by the Commission for some time in light of the telecommunications policy of this state and the realities of the evolving telecommunications marketplace. In fact, as long ago as 1985, we recognized:

...the existence of competition generates market forces which replace the need for certain regulations which were developed to protect customers in the monopoly utility setting.

In Re the Commission Ordered Investigation into the Regulatory Framework for Telecommunications Services in Ohio, Case No. 84-944-TP-COI (Order April 9, 1985) (944).

While, in recent years, we have embraced the idea of competition in the telecommunications industry and have consistently authorized multiple providers of various services, the instant application and the others like it, call upon us to extend competition to the hallmark of the telephone monopolies--basic local exchange service.

The present application was filed by Time Warner Communications of Ohio, L.P. and Time Warner AxS. According to the record in this